

COMMERCIAL NON-PRESSURIZED CONTRACT

Contract #: 17739

Project: Sandalhaven WWTP

Project Site Address: 6811 Placida Rd
Englewood Fl 34224

Owner/Owner'S Rep Company: Utilities Inc of Florida
herein referred to as ("Owner/Owner's Representative (Rep)")

Address: 500 W Monroe St suite 3600
City, State, Zip Code: Chicago Il 60661
Contact Name: Joey Norman
Phone #: 239-202-7343
Email: joey.norman@uiwater.com

Billing Information: Utilities Inc of Florida

Address: 500 W Monroe St suite 3600
City, State & Zip Code: Chicago Il 60661
C/O:
Phone #: 239-202-7343
Email: joey.norman@uiwater.com

Contractor: Specialized Pipe Technologies ("SPT")
herein referred to as ("Contractor")

Address: Sarasota
226 Field End Street
Sarasota, FL 34240
941-379-5118 Tel / 941-379-2160 Fax

Account Manager: Chris Perez
Mobile #: 727-310-9131
Email: chrisp@sptpipe.com
Website: www.sptpipe.com



CONTRACT PRICE & TERMS

Contract Price: \$56,500.00
Estimated Start Date: TBD
Job Duration: 15 days
Payment Terms: 30 Days

Other Payment Terms: Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

Mobilization Payment: \$11,300.00
Mobilization Payment %: 20%
Mobilizations: Single
Mobilization Payment Due: Upon fully executed contract

Mobilization Notes: SPT will require parking for one 25' box truck, hydro-jet trailer as close to the project as possible. Access to 120v electrical supply and hose bib water supply.

Work Performed During: Regular Business Hours
Prevailing Wage: No

- 1) Any additional pricing, if applicable:
 - a. Price per linear foot \$0.00



Contractor has entered into an agreement ("Contract") with Owner/Owner's Representative and this Agreement shall become effective (the "Effective Date") upon the date this Agreement is signed by both parties.

The Owner/Owner's Representative and Contractor agree that:

- 1 **Contract Documents.** The Contract Documents consist of the Summary, this Contract, and the following attached exhibits, which are hereby incorporated into the Contract:
 - Exhibit A: Scope of Work
 - Exhibit B: Bypass
 - Exhibit C: Pricing/Payment Terms
 - Exhibit D: Contractor Warranty Certificate Sample
 - Exhibit E: Standards, Approvals and Conformance Codes
 - Exhibit F: Insurance Coverage
- 2 **Scope of Work and Schedule.** Contractor shall provide all labor, materials, equipment, transportation and facilities necessary to complete the Scope of Work specified in the attached Exhibit A (the "Work"). At all times during the progress of the Work, Contractor will employ skilled workmen and maintain an adequate supply of materials and equipment to complete the Work. Contractor agrees to keep Owner informed of the progress of the project, to coordinate with Owner all Work scheduled, and to cooperate with other contractors performing Work on the project. In the event changes in the schedule are required, Owner and Contractor shall cooperate to revise the schedule as necessary.
- 2.1 **Staging of Equipment.** If required, Owner/Owner's Representative will provide adequate space based on Contractor's planning layout and staging of equipment. It is the Contractor's decision to locate and stage the equipment in the best possible location based on the scope of work.
- 2.2 **Epoxy Cure Time.** Owner/Owner's Representative understands that the curing of the epoxy will vary depending on ambient temperature. Contractor may not be able to facilitate returning of pipe into service until the epoxy is cured.
- 2.3 **Damages Due to Tampering.** Interfering with the open pipe system may result in extensive property damage. Owner/Owner's Representative is responsible for auxiliary damages caused by tampering with the system during the project phase.
- 2.4 **Bypass.** If a bypass system is required, a proper drawing will be provided by Contractor for a nominal fee. Owner/Owner's Representative and Contractor will sign off on the drawings showing acceptance to the proposed design. If Owner/Owner's Representative opts to provide their own drawings then Contractor is not responsible for damages caused by failure of the proposed design. If applicable see Exhibit B.
- 2.5 **Undisclosed Issues.** Owner/Owner's Representative is required to give a 10 calendar day notice of any issues as mentioned in Exhibit D (Contractor Warranty Certificate) If proper notice of any issues arising under the warranty is not provided by the Owner, all Claims related to that issue are void and Owner is deemed to have waived its rights under the warranty for all such Claims.
- 3 **Contract Price and Payments.** In exchange for Contractor's performance of all obligations required by the Contract Documents, Owner agrees to pay Contractor the contract price set forth in the attached Exhibit C (the "Contract Price").
- 3.1 **Progress Payments.** Where the duration of the Work exceeds seven (7) calendar days, Contractor will submit to Owner Applications for Payment for the amount of the Contract Price which corresponds to the proportion of the Work actually completed by Contractor during the preceding seven (7) calendar day period, as reasonably determined by Contractor. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. Progress payments are due within ten (10) business days of Owner's receipt of any Application for Payment.
- 3.2 **Final Payment.** Final payment, constituting the entire unpaid balance of the Contract Price, is due upon Contractor's Substantial Completion of the Work, both potable work and traditional plumbing work, as applicable. Although patch or follow up Work may thereafter be required, final payment is due within ten (10) business days of Substantial Completion of the potable and traditional plumbing Work. Contractor's service department will thereafter contact Owner directly to make arrangements for completion of any patch or follow up Work. Substantial Completion is defined as the stage in the Work when the Work or a designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can legally and practicably occupy and utilize the Work for its intended use.

- 3.3 **Late Payment.** All accounts not paid in full within ten (10) business days of the due date shall be considered delinquent and subject to collection action. Checks returned to the Contractor for any reason shall be assessed a one-time fee of twenty-five dollars (\$25.00). Owner agrees to pay all costs, including reasonable legal fees and court costs, incurred in collecting delinquent amounts, plus interest on delinquent amounts at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, starting on the eleventh calendar day after the payment due date.
- 4 **Changes in the Work.** To the extent it becomes necessary for Contractor to perform changes which add to or subtract from the Work specified in Exhibit A, the Contract Price shall be adjusted accordingly. Ordinary field modifications which do not increase Contractor's cost of the Work will be performed without adjustment to the Contract Price. Owner's piping system may not be in compliance with existing codes. Upgrades for the purpose of meeting present code compliance may result in an increase to the Contract Price. No upgrades for the purpose of meeting present code compliance will be performed without Owner's prior approval. In the event Owner withholds approval for upgrades or changes necessary for compliance with applicable codes, Contractor shall bear no responsibility for resulting non-conformities and/or any damages arising in connection thereto.
- 4.1 **Change Order Proposals/Change Orders.** To initiate a change in the Scope of Work, Owner may request in writing a change order proposal from Contractor. Upon receipt thereof, Contractor shall prepare and submit a change order to Owner. Owner and Contractor agree to negotiate in good faith the terms of a proposed change.
- 5 **Owner's Obligations.**
- 5.1 **Mechanic's Lien Rights.** The Owner shall furnish to Contractor within fifteen business days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct state of the record legal title to the property on which the project is located, usually referred to as the site, and the Owner's interest therein.
- 5.2 **Owner's Ability to Pay.** Prior to commencement of Work, the Contractor may request in writing that the Owner provide evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if the Owner fails to make payments to the Contractor as required in the Contract or, the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due.
- 5.3 **Owner's Obligations.** It is the responsibility of the Owner to move all required appliances (including washing machines and refrigerators which have outlets to be restored behind the units) before Work begins. Following the restoration, it is the responsibility of the Owner to replace these items. If Owner elects to have Contractor move appliances, Contractor shall be entitled to an increase in the Contract Price. Prior to any Work commencing, the Owner must (A) trim and remove any and all plants that impede access to the water service stub out (water entry location to the structure, if applicable), (B) remove all items under cabinets where plumbing outlets are located, and (C) clear all items within four feet of all access panels located in closet areas.
- 6 **Contractor's Obligations.**
- 6.1 **Performance of Work.** Contractor will have a competent foreman and/or superintendent at the project during all working hours that will have absolute authority to act, in all respects, on behalf of and for Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and Contractor will supervise and coordinate all aspects of the Work consistently with the professional skill and care ordinarily provided by other contractors working in the same or a similar locality under the same or similar circumstances.
- 6.2 **Contractor Compliance.** Contractor shall comply with all federal, state, provincial and local rules and regulations applicable to its performance of the Contract, and shall indemnify and hold the Owner harmless from and against any penalties or fines assessed due to an agency determination of Contractor's non-compliance with applicable rules or regulations.
- 6.3 **Safety.** Contractor will, at its own expense, protect its employees and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Contract.
- 6.4 **Safety Laws.** Contractor will fully comply with all applicable laws, orders, citations, rules, regulations, standards and statutes concerning occupational health and safety, accident prevention, safety equipment and practices.

- 7 **Hazardous Substances.** In order for Contractor to complete the Work, all fittings and shutoff valves must be accessed in order to isolate sections of the piping system. Owner must disclose to Contractor the presence of, or suspected presence of toxic mold, asbestos, lead, or other Hazardous Substances contained in the subject property, and will provide a copy of any toxic mold, asbestos, lead or other related Hazardous Substances reports to Contractor prior to Contractor's mobilization. Should the reports disclose toxic mold, asbestos, lead or other related Hazardous Substances, prior to Contractor's mobilization, a certified Hazardous Substances consultant must inspect any valves, connections or joints that may be covered with friable asbestos, as well as work areas such as attics, crawl spaces and pipe chases. If removal of such valves and fittings disturbs asbestos and creates a hazard during the course of the Work, or if the work areas are found contaminated with such Hazardous Substances, the Owner shall, at its sole expense, retain a duly certified contractor to perform asbestos or other Hazardous Substances abatement procedures on those work areas, pipe sections and fittings requiring access. Unless otherwise noted, the pricing and schedule provided herein assumes that no such toxic mold, asbestos, lead, or other Hazardous Substances are contained in the subject property, and if later disclosed or discovered may necessitate adjustment of the Contract schedule and an increase to the Contract Price.
- 7.1 To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Contractor and its agents and employees from and against all Claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact a material or substance identified by the Contractor in accordance with this Section 7 presents the risk of bodily injury or death and had not been rendered harmless, provided that such Claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and provided that such damage, loss or expense is not due to any fault or negligence, or breach of this section by the Contractor, its agents or employees.
- 7.2 Contractor will not use or permit any Hazardous Substances in the construction of the Work, except for commonly used construction materials, and all such material will be handled in full compliance with all applicable laws, ordinances and regulations and all notices required to be given with respect to such products shall be given by Contractor. Contractor will not, nor will it allow any other person to, release or dispose of such Hazardous Substances used by Contractor at the project into the soil, drains, surface or ground water, or air. "Hazardous Substance" means any substance or material which has been determined or is in the future determined by any federal, state, provincial or local governmental authority to be capable of posing a risk of injury to health, safety, property or the environment.
- 7.3 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner from and against all Claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any Hazardous Substances brought to the site and negligently handled by the Contractor, its agents or employees, or the Contractor's failure to comply with any requirement of this section, including any and all governmentally mandated removal or cleanup of any such Hazardous Substances.
- 8 **Independent Contractor Status.** Contractor will perform the Work as an independent contractor. No employment, agency, or partnership relationship is created by this Contract.
- 9 **Contractor's Employees and Subcontractors.**
- 9.1 Contractor assumes responsibility for all acts and omissions of the Contractor's employees acting within the scope of their employment performing the Work on behalf of the Contractor. All employees used by Contractor in the performance of the Work are qualified to perform their assigned tasks. Contractor has the sole discretion for determining the qualifications of such personnel.
- 9.2 Contractor has the right to use the services of one or more subcontractors to perform the Work. Subcontractors will be held to the same standards as set forth in this Contract for the Contractor and its employees.
- 10 **Job Site Conditions.** Contractor and Owner shall at all times enforce strict discipline and good order among their agents, employees and subcontractors.
- 11 **Warranties.** Contractor warrants that its workmanship and pipe-lining materials are in full accordance with the warranty provided by Contractor and attached hereto as Exhibit D.

- 11.1 **Assignment of Warranties.** Owner's sole and exclusive warranty for new valves, fittings and other traditional plumbing products installed as part of the Work, if any, is that provided by the product's manufacturer. Upon final completion of the Work, Contractor agrees to assign to Owner all manufacturer's warranties (if applicable) relating to the Work not arising out of Contractor's workmanship which is warranted for a period of one (1) year.
- 11.2 Except as expressly set forth in this Contract, Contractor MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 12 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the project site that are (A) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract or (B) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract, the Contractor will promptly provide notice of the conditions to the Owner. If any of the events described in this Section 12 will cause an increase or decrease in the cost or time required for the performance of any part of the Work, the parties will agree on an equitable adjustment in the Contract Price or date of Substantial Completion, or both.
- 13 **Limitation of Liability.** Neither the Contractor nor its agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation received by Contractor under this Contract by any reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.
- Neither party shall be liable to the other for any indirect, consequential, incidental, exemplary, special or punitive damages (including lost profits and lost business), arising out of or related to this Contract. In any event, the liability of one party to the other for any reason and upon any cause of action shall be limited to the total amount of fees paid to Contractor under this Contract. This limitation applies to all causes of action in the aggregate. Notwithstanding anything to the contrary contained herein, the exclusions and limitations of liability contained in this section shall not apply to: (A) Owner's failure to pay fees due and owing hereunder; (B) Contractor's or Owner's indemnification obligations under this Contract; (C) personal injury, including death, and damage to tangible personal property caused by the negligent, willful or intentional acts of a party or its employees, agents or subcontractors; or (D) losses suffered by a party arising out of acts or omissions of the other party that are committed or omitted by the other party voluntarily notwithstanding that the other party knows or ought to have known that such acts or omissions will result in damages including, in the case of Contractor, cessation of the services.
- 14 **Indemnity.**
- 14.1 **Contractor Indemnity.** To the fullest extent permitted by law the Contractor shall defend, indemnify and hold harmless the Owner, Owner's Agent, and their employees ("Indemnified Parties") from and against any and all Claims, damages, losses, liabilities and expenses arising out of, in connection with, or resulting from the performance, or failure in performance of the Work or any other obligation in or related to the Contract, but only to the extent that such Claim, damage, loss, liability or expense is caused by the acts or omissions of the Contractor. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of defense or indemnity which would otherwise exist as to a party or person described in this Section 14.1. The Owner shall have the right, at its sole option to participate in the defense of any such Claim, demand or suit without relieving the Contractor of its obligations under this section.
- 14.2 Nothing in this section, or any other indemnity obligation of the Contractor elsewhere in the Contract Documents, shall obligate the Contractor to defend or indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence. If any defense or indemnity obligation of the Contractor under this Section 14.1, or any other defense or indemnity obligation in favor of any of the Indemnified Parties required by or contained elsewhere in the Contract, is held to be unenforceable, the Contractor agrees to defend, indemnify and hold harmless such persons or entities to the full extent permitted by law.
- 14.3 **Claim.** For purposes of this section, a "Claim" is any claim, demand, obligation, cause of action, damage, loss, liability, cost or expense, including without limitation legal fees and other litigation, mediation, arbitration or judicial reference expenses, of every kind and character, whether based on tort, contract or equitable principles, in any way occurring, incident to, arising from, or in connection with the terms or provisions of this Contract.

- 14.4 **Notice.** Notice of all Claims under this Contract, including Claims pursuant to the warranty, shall be provided in writing, as specified in Section 26, within 10 calendar days of the discovery of any Claim or any circumstances leading to the Claim. Failure to make proper notice of any Claim or any circumstances leading to a Claim shall result in a waiver of the Owner's right to file all Claims related to those circumstances.
- 15 **Waiver of Subrogation.** Owner and Contractor waive all rights against each other, their officers, agents and employees for damages resulting from any cause of loss to the extent covered by any policy of insurance.
- 16 **Termination.**
- 16.1 A written notice from Contractor shall terminate this Contract forthwith under the following conditions: (A) if Owner does not pay all outstanding invoices/requests for payment to Owner under the terms of this Contract; (B) if Owner does not comply with any of the material terms of this Contract; or (C) if Owner makes a general assignment for the benefit of creditors or a proposal or arrangement under any applicable bankruptcy or insolvency legislation, if a petition is filed against Owner under any applicable bankruptcy or insolvency legislation, if Owner shall be declared or adjudicated bankrupt, if a liquidator, trustee in bankruptcy, custodian, receiver, receiver and manager or any other officer with similar powers shall be appointed of or for Owner or if Owner shall commit any act of bankruptcy or shall propose a compromise or arrangement or institute proceedings to be adjudged bankrupt or insolvent or consents to the institution of such appointment or proceedings or admits in writing inability to pay debts generally as they become due.
- 16.2 In the event of Contractor's material breach of one or more material terms of this Contract, Owner shall provide written notice to Contractor: (A) describing the condition(s) of material breach; and (B) that if the condition(s) is not cured within (10) business days of the date of written notification under this Section 16.2, then the Owner will terminate the Contract; provided, however, if the default is not susceptible of cure within a 10 business day period, then the 10 day cure period shall be extended if Contractor commences to cure the default within such 10 business day period and thereafter proceeds with reasonable diligence to complete such cure.
- 16.3 **Payment after Termination.** In the event the Owner terminates the Contract, the Owner shall pay to Contractor its (A) actual, reasonable out-of-pocket cost, including equipment costs, for all Work performed; (B) profit; (C) the cost of settling and paying claims arising out of the termination work under any subcontracts; and (D) the reasonable out-of-pocket costs (including overhead) of the preservation and protection of property.
- 16.4 Contractor will immediately notify the Owner of any damage to any real and/or personal property on the premises directly resulting from the negligent or intentional acts of Contractor or its agents or representatives. Contractor shall have ten (10) business days within which to repair the same. If the damage is not repaired by Contractor within ten (10) business days, Owner may, in its sole discretion, repair and/or replace the damaged property. Damage caused by Contractor or its agents or representatives shall be reimbursed to Owner by Contractor. The handling of disputes arising from damage Claims shall be in accordance with the provisions set forth herein at Section 18.
- 16.5 **Warranty after Termination.** Termination of the Contract shall not affect any of the rights of either party under the Contract with respect to completed Work for which payment has been made in full, or relieve Contractor from its obligations with respect to completed Work for which payment has been made in full, including the warranty.
- 17 **Clean-up.** Contractor will clean up and remove waste from the project caused by Contractor's performance of the Work. Owner shall provide to Contractor physical space to store and assemble equipment in a location convenient for Contractor's Work. Owner shall provide receptacles for the disposal of waste and rubbish by Contractor.
- 18 **Governing Law / Dispute Resolution.** This Contract shall be governed by the laws of the jurisdiction in which it is performed. All Claims or disputes between Owner and Contractor concerning any part of this Contract or the performance thereof shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. Unless the parties mutually agree otherwise, mediation shall be through and in accordance with the rules of the Judicial Arbitration and Mediation Service ("JAMS"), and shall take place at the JAMS office nearest the location where the Contract was performed.
Claims or disputes not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be through and in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS, and shall take place at the JAMS office nearest the location where the Contract was performed.



- 19 **Entire Agreement.** This Contract, and all exhibits and addenda attached hereto, which are incorporated herein by reference, shall constitute the entire agreement between the parties hereto, and there are no other agreements, oral or written, made by or relied upon by and between the parties hereto. No provision of this Contract may be amended or added to except by a change order or other document in writing and signed by the parties hereto.
- 20 **Severability.** If any provision of this Contract is held by a court or arbitrator of competent jurisdiction to be illegal, null or void for any reason, the remaining portions of this Contract shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.
- 21 **Authority to Bind.** Each party, or individual signing the Contract on behalf of a party, represents that she/he has the full legal power, authority and right to execute, deliver and perform its obligations under this Contract, and each party's performance hereunder and the transaction contemplated hereby have been duly authorized by all requisite actions on the part of such party and no remaining action is required to make this Contract binding.
- 22 **Assignment.** Except as provided in Section 16.1, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- 22.1 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the project. The Contractor shall sign all documents reasonably required to facilitate such assignment.
- 23 **Waiver.** No act, omission, or knowledge, actual or constructive, of the Owner or Contractor shall in any way be deemed to be a waiver of any rights under or requirement of this Contract unless the Owner and Contractor sign an explicit, unequivocal written waiver.
- 24 **Construction.** It is acknowledged that the parties hereto and/or their professional representatives have participated equally in the negotiation and drafting of this Contract and have had sufficient opportunity to review and comment upon the terms and provisions of this Contract prior to the execution hereof. Accordingly, any ambiguities herein shall be construed without regard to any rule of law providing for the resolution of contractual ambiguities against the party who drafted the applicable document.
- 25 **Notice.** All notices and reminders required under this Contract shall be in writing and: (A) delivered personally, (B) sent by certified mail, return receipt requested, (C) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (D) sent by E-mail communication followed by a hard copy and with receipt confirmed by telephone, to the addresses set forth below. Notice by mail shall be deemed effective three (3) business days after the date of mailing.

If to Owner/Owener's Rep: Utilities Inc of Florida Attn: Joey Norman 500 W Monroe St suite 3600 Chicago Il 60661	If to Contractor: Specialized Pipe Technologies Attn: General Counsel 7710 Kenamar Court San Diego, CA 92121
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This Contract is entered into between Contractor and Owner/Owner Representative as of the Effective Date set forth below. By signing below, Owner/Owner Representative accepts all Contract provisions and authorizes Contractor to proceed with the Work set forth herein.

Contractor: Specialized Pipe Technologies

Signature: 

Print Name: JUSTIN MIZELL

Title: PRESIDENT

Date: 6/30/2020

Owner/Owner Representative: Representative

Signature: Michael A. Wilson

Print Name: Michael A. Wilson

Title: Regional Manager

Date: 6/29/2020



EXHIBIT "A"
SCOPE OF WORK

Description of Scope of Work:

SPT will Vaccon clean and large camera inspect customer provided footage of 28,800 linear foot of 8" VCP utilizing 72 manholes throughout the runs. The Vaccon work is expected to take 7 days and the camera inspection is expected to take 15 days total. SPT will provide a full written report and a link or USB for the camera inspection to Utilities Inc when complete.

Nature of Work:	Sewer	# of Buildings:
Add'l Nature of Work:		# of Floors:
Type of Building:	HOA/Condo Association(s)	# of Units:
Pipe to be:	N/A	# of Stacks

Location of Pipe:
Sandalhaven neighborhood

Type of Pipe: Vitreous Clay

Add'l Type of Pipe:

Total Pipe:

Diameter of Pipe (I.D.)	2"	3"	4"	5"
Linear Ft.				
# of Reinstatements				
Diameter of Pipe (I.D.)	6"	8"	10"	12"
Linear Ft.		28880		
Diameter of Pipe (I.D.)	18"	Other	Other	Other
Linear Ft.				
# of Reinstatements				

TOTAL LINEAR FEET:	28,880
TOTAL REINSTATEMENTS.:	0
Total Underground Footage:	0
Total Above Ground Footage:	0



EXHIBIT "A"
SCOPE OF WORK – Cont'd

Access to Pipe Detail:

Access Points detailed description (what, where, and number: full, limited, or partial):

Access to the pipe will be through manholes.

Access Performed By:

SPT

General Process Description:

To install an epoxy coating system on the interior wall of the unlined pipe, the reconstruction is accomplished by using a felt tube of one or more layers of material, and a thermo-set epoxy resin with physical and chemical properties appropriate for the application. This system process will provide a new Cured-in-Place Pipe (CIPP) lining system, complete and ready for operation.

- Contractor shall field verify/document the current condition of the contracted portion of the piping system prior to the rehabilitation, using Closed Circuit Television (CCTV) and recording equipment.
 - Recording of post-cleaning and post-rehabilitation will be performed of each Work segment.
 - Piping system will be cleaned with one or all the following methods:
 - o High pressured water jetting.
 - o Electric/pneumatic proprietary cleaning equipment and tools.
 - The pipe will be lined in work segments using Nu-Drain flex-liner.
 - Overlapping sections are allowed in the length of the liner. Ensure that the liner tube is capable of conforming to 45 and 90 degree bends, offset joints, bells, and disfigured pipe sections.
 - The CIPP restores structural integrity and extends the useful life.
 - The restoration is accomplished through either single or double-entry access points with minimal or no destruction to interior or exterior surfaces on either end (if proper access currently exists).
 - The liner shall be installed in lengths to be determined by Contractor in runs that allow for proper cure and a timely restoration of water services to the building.
 - Timely and uninhibited access must be provided to all areas where the cleaning, lining, and reinstating process will occur.
- The protective epoxy coating is smooth and durable, having a finish resistant to mineral deposits and corrosive effects of acids, alkalis and petroleum products.

EXHIBIT "A"
SCOPE OF WORK – Cont'd

Specific Exclusions (Unless Specified):

Specifically excluded from the Scope of Work, in addition to any items noted or not specifically included are:

1. Removal of any Hazardous Substances as defined under Workplace Hazardous Materials Information System ("WHMIS"), Workers' Compensation Board ("WCB"), Environmental Protection Agency ("EPA") or other regulations (asbestos and urea formaldehyde insulation).
2. Toxic mold abatement and lead paint abatement.
3. Loose fill building insulation removal, including its replacement.
4. Engineering and drawings.
5. Replacement of wallpaper in common and private areas. Any such areas affected will be restored to a paint ready state.
6. Restoration of any custom paint (faux) finishes. Any such areas affected will be restored to a paint ready state.
7. Floor, wall and ceiling materials, put-back/finishes of any type or upgrades.
8. Any supervision, labor, x-raying/coring required as a result of pipe relocation due to post-tension cables in the building's structure.
9. Removing and replacing in-suite improvements. Any such openings will be restored to original construction finishes (primed or painted).
10. Traffic-control.
11. Excavation and shoring.
12. Notifications of tenants/unit owners.
13. Required upgrades to current plumbing codes.
14. Axillary plumbing parts such as, but not limited to aerators and faucets.
15. Demolition.
16. Creating access points.
17. Pump and bypass of the flow in the pipe.
18. Any shutdowns, removal and/or installation of floor drains and clean-outs.
19. Acts of God.



EXHIBIT "A"
SCOPE OF WORK – Cont'd

Additional Exclusions:

Unless explicitly noted in the Scope of Work or additional inclusions, these items are EXCLUDED: Notification and shutdown coordination with tenants, residents, and/or occupants. Should it be needed, conventional plumbing, pipe replacement or reconfiguration not specifically listed in SOW or inclusions. Installation of or creation of additional access points. Excavation, backfill, export or import of soil. Concrete or asphalt sawcut, break or haul. Re-pour of concrete or asphalt patching. Trench plating, shoring or traffic control. Painting, tile, cabinet/millwork, carpet or other floor or wall finishes. Demolition outside of scope. Lead and asbestos testing and abatement. Access panels. Removal and installation of plumbing fixtures, except where necessary to install CIPP liner. P-trap/waste arm replacement.

Inclusions:

See scope of work.



EXHIBIT "B"
BYPASS PLAN

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EXHIBIT "C"
PRICING/PAYMENT TERMS

- 1) The Owner/Owner's Representative shall pay the Contractor the Contract Price for the Contractor's performance of the Contract. The Contract Price shall be Fifty Six Thousand Five Hundred Dollars and No Cents (\$56,500.00), subject to additions and deductions as provided in the Contract, including any additional pricing set forth in (2) below.

- 2) Any additional pricing, if applicable:
 - a. Price per linear foot \$0.00

- 3) The Owner/Owner's Representative shall make an initial mobilization payment of \$11,300.00 (20%) to the Contractor prior to Contractor mobilizing to the project site. Thereafter, the period covered by each Application for Payment shall be in accordance with Paragraph 3 in the Contract.

- 4) Contract Price is valid for a period of ninety (90) days from this date 4/20/2020 unless the Contract is successfully executed by the parties, in which case the Contract Price will be valid for the duration of the Contract term, subject to changes as provided in the Contract Documents.



EXHIBIT "D"
SAMPLE OF WARRANTY CERTIFICATE

Project: Sandalhaven WWTP

Whereas we the undersigned, Specialized Pipe Technologies ("Contractor") has been contracted
by Owner/Owner's Rep: Utilities Inc of Florida

We hereby warrant that the Plumbing and Epoxy Lining of Pipes which we have supplied at:

Project Site:
6811 Placida Rd
Englewood Fl 34224

has been done in accordance with the specification and Contract Documents, subject to the full satisfaction by Owner of the required notice and other provisions set forth in (C) below.

- A) **Cured-in-Place-Pipe (CIPP) Lining Warranty.** Contractor warrants that under normal use, its CIPP lining work will be free from defects in materials and workmanship for a period of 0 Years from the date of Contractor's final application for Payment to Owner/Owner's Representative.
- Contractor further warrants all drain clearing snake work for a period of thirty (30) days, and jetting work for a period of one (1) year, from the date the work is performed. Contractor's sole liability and Owner's exclusive remedy for drain lining work that fails to conform to this warranty is limited to repair or replacement of the nonconforming drain lining work, as determined in Contractor's sole discretion. Contractor's sole liability and Owner's exclusive remedy for drain clearing, snake and/or jetting work that fails to conform to this warranty is limited to one additional snake or jetting application, as applicable. The warranty for repaired or replaced drain lining work is limited to the scope and duration of the original warranty set forth herein. This warranty is contingent upon proper use of the work and affected piping in the application for which it was intended and does not apply to any work subjected to unusual physical or electrical stress or impediments, misuse, neglect, improper testing or storage, or unauthorized repair. This warranty is for Owner's benefit only, and is non-transferable. The Contractor shall not be liable under any circumstances for any other direct or indirect, general, special, incidental or consequential damages of any kind from whatever cause, including without limitation incidental water damage, and Owner's sole and exclusive remedy shall be as provided herein, under this warranty.
- B) **Traditional Plumbing Repairs and Materials Warranty.** Contractor warrants its workmanship for traditional plumbing repairs for a period of one (1) year from the date of Contractor's final Application for Payment to Owner. Contractor's sole liability and Owner's exclusive remedy for improper traditional plumbing work is limited to repair, by Contractor, of the affected Work. The Contractor shall not be liable under any circumstances for any other direct or indirect, general, special, incidental or consequential damages of any kind from whatever cause, including incidental water damage, and the Owner's sole and exclusive remedy shall be repair or replacement of the affected piping as provided herein, under this warranty. In addition to the one-year warranty for workmanship cited above, Owner's sole and exclusive warranty, if any, for traditional plumbing equipment, fittings, or other materials, including new valves, installed as any part of the Work, is that provided by the product's manufacturer. The Contractor, upon request, shall turn over all manufacturers' warranties, if any, to the Owner upon completion and final sign-off of the Work. Owner shall contact those manufacturers directly regarding any claims thereto.



- c) **Warranty Procedure and Notices.** If during the applicable warranty period: (i) a covered failure occurs; (ii) Owner notifies Contractor in writing within five (5) calendar days of Owner's discovery of the failure through the written notice provisions provided in the Contract; and (iii) Contractor is permitted the opportunity to inspect the defect, then Contractor will correct the failure in accordance with the applicable warranty provided herein within a reasonable time, without charge to the Owner. This warranty is limited to repair or replacement of the affected piping or equipment, including installation or additional treatments or applications, and specifically excludes any costs of repair associated with incidental, consequential, or ancillary damage. Failure to provide Contractor with timely notice as required under this paragraph and/or the opportunity to inspect affected piping will terminate this warranty with respect to the affected piping and operate as a complete waiver of all Claims relating thereto. Should Contractor be called to the property for problems unrelated to matters for which this warranty applies, Owner will be charged a minimum four (4) hour call out fee at the Contractor's standard hourly rates. Return of defective Work must be made according to Contractor's then-current return and Returned Materials Authorization (RMA) policies.

Sample Warranty

THIS WARRANTY IS NULL AND VOID IF CONTRACT NOT PAID IN FULL.

- Project:
- Project Description:
- Diameter of Pipe:
- Length of Pipe:
- Type of Work:
- Substantial Completion Date:



EXHIBIT "E"
STANDARDS, APPROVALS and CONFORMANCE CODES

Standards, Approvals and Conformance Codes of the Cured-in-Place-Pipe (CIPP):

Contractor will utilize its patented, Cured-in-Place-Pipe (CIPP) lining process for the rehabilitation of Drain, Waste, Vent (DWV), and Sewer Systems.

Standards:

- * ASTM F1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)

- * ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube

- * ICC-ES – LC1011 - PMG Listing Criteria for the Rehabilitation of Existing Building Drains and Building Sewers by the Inversion or Pulled-in-Place Method and Curing of Resin-Impregnated Tube

- * ANSI/NSF-14 - Plastics Piping System Components and Related Materials

- * NSF SE 13004 - Rehabilitation for small Diameter Pipelines

Approval Agencies:

- * National Sanitary Foundation (NSF) International

- * The International Association of Plumbing and Mechanical Officials (IAPMO) Research and Testing, Inc.

- * International Code Council Evaluation Services (ICC-ES)

- * Buildings Materials Evaluation Commission (BMEC) under the Ontario Building Code (OBC) (Applies to Canadian installations only)

Conformance Codes:

- * Uniform Plumbing Code (UPC)

- * International Residential Code (IRC)

- * International Plumbing Code (IPC)

- * National Plumbing Code of Canada (NPC)



EXHIBIT "F"
INSURANCE COVERAGE

Contractor maintains the following policies of Insurance:

Commercial General Liability

General – aggregate – per project	\$2,000,000
Products and Completed Operations – aggregate	\$2,000,000
Personal and Advertising Injury – per occurrence	\$1,000,000
Bodily Injury and Property Damage – per occurrence	\$1,000,000
Damage to Premises – per occurrence	\$50,000
Medical Expenses – per person	\$5,000

Workmen’s Compensation

State and Federal (as applicable)	Statutory Limits
Commercial Automobile Insurance	
Combined Single Limit – per accident	\$1,000,000

Owner waives all rights against Contractor, its officers, agents and employees for damages resulting from any cause of loss to the extent covered by any policy of insurance.